



0000104788

Via Overnight Filing

RECEIVED

2009 NOV -6 P 3:33

AZ CORP COMMISSION  
DOCKET CONTROL

ORIGINAL

Docket Control Center  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, Arizona 85007-2927

RE: Initial Local Tariff for Access Point, Inc.  
Docket No. T-03446A-08-0055

Dear Sir/Madame:

Enclosed for filing please find the original and thirteen (13) copies of the replacement initial Local Tariff submitted on behalf of Access Point, Inc. The Company filed an Application for Approval of a Certificate of Convenience and Necessity to Provide Competitive Resold and Facilities-Based Local Exchange Telecommunications in Docket No. T-03446A-08-0555 and was approved on June 5, 2009 in Decision No. 71118. This tariff replacement is being filed per the request of staff.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided.

Any questions you may have regarding this filing may be directed to me at 407-740-3001 or via email to [tforte@tminc.com](mailto:tforte@tminc.com).

Thank you for your assistance in this matter.

Sincerely,

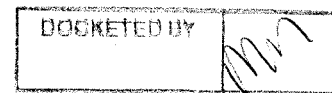
Thomas M. Forte  
Consultant to Access Point, Inc.

Arizona Corporation Commission

DOCKETED

NOV - 6 2009

Enclosures  
TMF/rg



cc: J. Brown - Access Point (e-mail only)  
file: Access Point - AZ - Local  
tms: AZI0902a

Arizona  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF  
OF  
Access Point, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Access Point, Inc., with principal offices at 1100 Crescent Green, Suite 109, Cary, North Carolina 27518, for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

---

**TABLE OF CONTENTS**

Title Page .....	Title
Preface	
Table of Contents .....	1
Check Sheet.....	2
Explanation of Symbols .....	4
Application of Tariff.....	5
Tariff Format.....	6
Definitions.....	Section 1
Rules and Regulations.....	Section 2
Service Areas .....	Section 3
Service Offerings .....	Section 4
Miscellaneous Services .....	Section 5
Current Rates.....	Section 6

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

---

**CHECK SHEET**

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Section	Page	Revision		Section	Page	Revision	
	Title	Original	*	2	14	Original	*
				2	15	Original	*
Preface	1	Original	*	2	16	Original	*
Preface	2	Original	*	2	17	Original	*
Preface	3	Original	*	2	18	Original	*
Preface	4	Original	*	2	19	Original	*
Preface	5	Original	*	2	20	Original	*
Preface	6	Original	*	2	21	Original	*
				2	22	Original	*
1	1	Original	*	2	23	Original	*
1	2	Original	*	2	24	Original	*
1	3	Original	*	2	25	Original	*
1	4	Original	*	2	26	Original	*
1	5	Original	*	2	27	Original	*
				2	28	Original	*
2	1	Original	*	2	29	Original	*
2	2	Original	*	2	30	Original	*
2	3	Original	*	2	31	Original	*
2	4	Original	*	2	32	Original	*
2	5	Original	*	2	33	Original	*
2	6	Original	*	2	34	Original	*
2	7	Original	*	2	35	Original	*
2	8	Original	*	2	36	Original	*
2	9	Original	*	2	37	Original	*
2	10	Original	*	2	38	Original	*
2	11	Original	*	2	39	Original	*
2	12	Original	*				
2	13	Original	*	3	1	Original	*

\* - indicates those pages included with this filing.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**CHECK SHEET, (CONT'D.)**

<b>Section</b>	<b>Page</b>	<b>Revision</b>		<b>Section</b>	<b>Page</b>	<b>Revision</b>	
4	1	Original	*	5	1	Original	*
4	2	Original	*				
4	3	Original	*	6	1	Original	*

\* - indicates those pages included with this filing.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

### EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Access Point, Inc., hereinafter referred to as the Company, to Customers within the state of Arizona. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Access Point, Inc. at 1100 Crescent Green, Suite 109, Cary, North Carolina 27511.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a



## SECTION 1 - DEFINITIONS

**Access Line** - An arrangement that connects the Customer's location to a Access Point switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Access Point** - Used throughout this tariff to mean Access Point, Inc. unless clearly indicated otherwise by the text.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - Arizona Corporation Commission.

**Company or Carrier** - Access Point, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Direct Inward Dial (or "DID")** - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

**Direct Outward Dial (or "DOD")** - A service attribute that allows individual station users to access and dial outside numbers directly.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Telcordia.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

---

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**Independent Territory** - Independent Telephone Company locations outside of the Access Point Telecommunications Service area.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company.

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF")** - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

## SECTION 2 – RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Arizona.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

#### 2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (F) This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (cont'd.)**

- (G) Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a



**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9 of this tariff.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9 of this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, terrorists acts, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

---

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

**(D) (continued)**

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (H) **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

**(I) With respect to Emergency Number 911 Service:**

- (1)** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- (2)** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (cont'd.)****(I) With respect to Emergency Number 911 Service, (cont'd.)**

- (3) When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

---

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (cont'd.)**

(F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment.

**2.1.7 Non-routine Installation**

At Customer request, installation and/or maintenance may be performed outside the regular business hours or the Company or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at Customer request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a



**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request and expense of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

---

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (cont'd.)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

---

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party, pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand the Customer right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- (A) Terminal equipment on Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at Customer expense, subject to prior Customer approval of the equipment expense.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

---

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a



---

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- (A) Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)**

- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- (F) The Customer will be assessed a *maximum* charge of thirty-five (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- (G) If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Bills**

- (A) In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company shall require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- (B) Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007.
- (C) If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished and each month thereafter. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits**

- (A) The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or fails to meet the Company's credit standards to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- (B) The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two (2) times the estimated average monthly bill for residential Customers and two and one-half (2 ½) times the estimated average monthly bill for non-residential Customers. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- (C) The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- (D) The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.5 Deposits, (cont'd.)**

- (E) The Company shall keep a record of each deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- (F) Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- (G) Deposits will be refunded after twelve months of timely payment, with interest as specified above.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.6 Discontinuance of Service****2.6.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.6.2 Discontinuance by the Company**

(A) Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability for any of the following reasons:

- (1) Failure of the Customer to pay a bill for utility service;
- (2) Customer violation of any of the Company tariffs on file with Commission;
- (3) Customer violation of the Commission's rules and regulations;
- (4) Failure to meet or maintain the Company's credit and deposit requirements;
- (5) Failure of the Customer to provide the Company reasonable access to its equipment and property;
- (6) Customer breach of contract for service between the Company and the Customer;
- (7) When necessary for the Company to comply with an order from any governmental agency having jurisdiction, or;
- (8) Unauthorized resale of the equipment or services of the Company.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.6 Discontinuance of Service, (Cont'd.)**

**2.6.2 Discontinuance by the Company, (cont'd.)**

- (B)** The Company may disconnect service without advance written notice for any of the following:

  - (1)** The existence of an obvious hazard to the safety or health of the consumer, the general population or of the Company's personnel or facilities;
  - (2)** The Company has evidence of tampering or evidence of fraud.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

---

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.7 Cancellation of Application for Service**

- 2.7.1** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described in 2.7.1 through 2.7.3 above, will be calculated and applied on a case-by-case basis.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a



**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.9 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 below for the part of the service that the interruption affects.

**2.9.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.9 Allowances for Interruptions in Service, (Cont'd.)**

**2.9.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3 below), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to Customer failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.9.4 Application of Credits for Interruptions in Service**

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

---

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.4 Application of Credits for Interruptions in Service, (cont'd.)****(D) Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**(F) Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.10 Use of Customer Service by Others****2.10.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting ultimate Customer responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.11 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2 of this tariff.

**2.11.1 Termination Liability**

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.12 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

**2.12.1** to any subsidiary, parent company or affiliate of the Company; or

**2.12.2** pursuant to any sale or transfer of substantially all the assets of the Company; or

**2.12.3** pursuant to any financing, merger or reorganization of the Company.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a



**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.13 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

**2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network**

(A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

(B) A Company calling card is a telephone calling card issued by the Company at Customer request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

(C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

(D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless unauthorized use is due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, Customer employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.14 Notices and Communications**

- 2.14.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.14.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.14.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.14.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.15 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

**2.15.1 Arizona Universal Service Fund (AUSF)**

In addition to all other taxes and fees that are listed herein or passed through in the normal course of business (e.g. sales tax), the Company shall also add an amount to be collected to each bill for recovery of the Arizona Universal Service Fund (AUSF).

Towards the ultimate goal that basic service be available and affordable to all citizens of the state, the Arizona Corporation Commission has created support mechanisms to assist in the provision of such service in high-cost areas. Pursuant to Arizona Administrative Code, R14-2, Article 12, the Rule directs that the surcharge will be levied on all telecommunications service purchased by end-users.

The Arizona Universal Service Fund (AUSF) surcharge will be the amount set forth in the Arizona Administrative Code, R14-2, Article 12. The percentage and amounts set forth will be subject to periodic adjustment by the Company.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)**

**2.16 Miscellaneous Provisions**

**2.16.1 Telephone Number Changes**

Whenever any Customer telephone number is changed after a directory is published, the Company shall intercept all calls to the former number and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.16.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

### SECTION 3 - SERVICE AREAS

#### 3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) Qwest Corporation

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

**SECTION 4 - SERVICE OFFERINGS****4.1 Basic Local Exchange Service****4.1.1 General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- (A) receive calls from other stations on the public switched telephone network;
- (B) access the Company Local Calling Services and other Services as set forth in this tariff;
- (C) access interexchange calling services of the Company and of other carriers;
- (D) access (at no additional charge) to Company operators and business office for service related assistance;
- (E) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- (F) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

**Exchange Access Line** - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a

---

**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.1 Basic Local Exchange Service, (Cont'd.)****4.1.2 Flat Rate Local Exchange Service**

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	<b>Maximum <u>Business</u></b>	<b>Maximum <u>Residential</u></b>
Monthly Rate		
Initial Line	\$60.80	\$26.36
Additional Line	\$60.80	\$20.00

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

---

**SECTION 4 - SERVICE OFFERINGS, (CONT'D.)****4.2 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

**4.2.1 Per Line Charges**

	<b>Maximum Non Recurring</b>	<b>Maximum Monthly</b>
2-Way	\$130.00	\$78.00
2-Way, 4 wire with E+M signaling, DID, and Hunting	\$150.00	\$148.00
1-Way outgoing only	\$130.00	\$78.00
1-Way ingoing only	\$130.00	\$78.00
1-Way ingoing with hunting for DID	\$150.00	\$148.00
TTT-LD Terminal	\$300.00	\$40.00

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a



---

**SECTION 5 – MISCELLANEOUS RATES****5.1 Service Order**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

**5.1.1 Service Order Charges**

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. The Company will not impose this charge to the first such visit to a Customer location.

	<b>Maximum</b> <u>Business</u>	<b>Maximum</b> <u>Residential</u>
Initial Installation	\$85.00	\$55.00
Customer Requested Service Change	\$55.00	\$20.00
PBX Change Charge	\$65.00	
Premise Visit Charge – per visit	\$50.00	\$50.00
Premise Work Charge - initial 30 minutes	\$120.00	\$120.00
Premise Work Charge - additional 15 minutes	\$60.00	\$60.00
Restoral of Service -	\$32.00	\$32.00
Trouble Isolation Charge	\$190.00	\$170.00

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZ10902a

---

**SECTION 6 – CURRENT RATES****6.1 Flat Rate Local Exchange Service**

	<u>Business</u>	<u>Residential</u>
Monthly Rate		
Initial Line	\$30.40	\$13.18
Additional Line	\$30.40	\$10.00

**6.2 PBX Trunk Charges**

	<u>Non Recurring</u>	<u>Monthly</u>
2-Way	\$65.00	\$39.00
2-Way, 4 wire with E+M signaling, DID, and Hunting	\$75.00	\$74.00
1-Way outgoing only	\$65.00	\$39.00
1-Way ingoing only	\$65.00	\$39.00
1-Way ingoing with hunting for DID	\$75.00	\$44.00
TTT-LD Terminal	\$150.00	\$20.00

**6.3 Service Order Charges**

	<u>Business</u>	<u>Residential</u>
Initial Installation	\$42.50	\$27.50
Customer Requested Service Change	\$27.50	\$10.00
PBX Change Charge	\$32.50	
Premise Visit Charge – per visit	\$25.00	\$25.00
Premise Work Charge - initial 30 minutes	\$60.00	\$60.00
Premise Work Charge - additional 15 minutes	\$30.00	\$30.00
Restoral of Service -	\$16.00	\$16.00
Trouble Isolation Charge	\$95.00	\$85.00

---

Issued: January 29, 2008

Effective: November 21, 2009

Issued by:

Jason Brown, Regulatory Affairs  
Access Point, Inc.  
1100 Crescent Green, Suite 109  
Cary, North Carolina 27518

AZI0902a